UTAH COUNTIES INDEMNITY POOL

BOARD OF TRUSTEES TELEPHONIC CONFERENCE

Tuesday, June 25, 2013, 1:00 p.m.

AGENDA

1:00	Call to Order	Bruce Adams
ITEM	INFORMATION / ACTION	
1	Statement of Circumstances for Urgent Meeting	Johnnie Miller
2	Review/Excuse Board Members Absent	Bruce Adams
3	Review/Approve Amendments to Coverage Addendum	Johnnie Miller
	INFORMATION	
4	Chief Executive Officer's Report	Johnnie Miller
5	Other Business	Bruce Adams

Electronic Meeting Notice: 888-447-7153, Participant Passcode: 2261240

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BOARD OF TRUSTEES' TELEPHONIC CONFERENCE MINUTES

June 25, 2013, 1:00 p.m.

BOARD MEMBERS PARTICIPATING

Jim Eardley, Vice President, Washington County Commissioner

Steve Wall, Secretary-Treasurer, Sevier County Clerk/Auditor

Alma Adams, Iron County Commissioner David Blackwell, Emery County Attorney Bill Cox, Rich County Commissioner

Kerry Gibson, Weber County Commissioner Karla Johnson, Kane County Clerk/Auditor Mike Wilkins, Uintah County Clerk/Auditor

BOARD MEMBERS UNABLE TO PARTICIPTE

Bruce Adams, President, San Juan County Commissioner

Brad Dee, Weber County Human Resources Director

Jerry Hurst, Tooele County Commissioner Bret Millburn, Davis County Commissioner Cameron Noel, Beaver County Sheriff

OTHERS PARTICIPATING

Johnnie Miller, UCIP Chief Executive Officer Sonya White, UCIP Chief Financial Officer

Call to Order

Jim Eardley called this telephonic conference, of the Utah Counties Indemnity Pool's Board of Trustees, to order at 1:00 p.m. on June 25, 2013 and welcomed those in attendance.

Statement of Circumstances for Urgent Meeting

Jim Eardley stated that Board approval is needed for coverage enhancements to be effective July 1, 2013.

Review/Excuse Board Members Absent

Bill Cox made a motion to excuse Bruce Adams, Brad Dee, Jerry Hurst, Bret Millburn and Cameron Noel from this meeting. Mike Wilkins seconded the motion, which passed unanimously.

Review/Approve Amendments to Coverage Addendum

The draft exclusionary endorsement of cyber liability from the general liability and public officials sections and the endorsement for cyber liability and expense coverage to the public officials section were previously sent to the Board for review (see attachment number one). Johnnie Miller reported that County Reinsurance Limited has agreed with UCIP's language for cyber liability endorsements and will provide coverage to UCIP beginning July 1, 2013. Karla Johnson made a motion to approve the Exclusionary Cyber Liability and Expense Coverage Endorsement and the Cyber Liability and Expense Coverage Endorsement to become effective July 1, 2013 at no additional cost to the Members. David Blackwell seconded the motion, which passed unanimously.

Chief Executive Officer's Report

Johnnie Miller had no report for the Board.

Other Business

Board Members had no other business to discuss.

Approved on this 17th day of July 2013

Steve Wall, Secretary/Treasurer

UTAH COUNTIES INDEMNITY POOL

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Utah Counties Indemnity Pool: Board of Trustees

Entity: Utah Counties Indemnity Pool

Public Body: Board of Trustees

This is an emergency notice

Subject: Administrative Services

Notice Title: Board of Trustees Meeting

Notice Type: Meeting

Notice Date & Time: June 25, 2013 | 1:00 PM - 2:00 PM

Description/Agenda:

Call to Order
Statement of Circumstances for Urgent Meeting
Review/Excuse Board Members Absent
Review/Approve Amendments to Coverage Addendum
Chief Executive Officer's Report
Other Business

Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sonya White at the Utah Counties Indemnity Pool, PO Box 95730, South Jordan, UT 84095-0730, or call 800-339-4070, at least three days prior to the meeting.

Notice of Electronic or telephone participation:

Any Member of the Utah Counties Indemnity Pool Board of Trustees may participate telephonically. 888-447-7153 Passcode: 2261240

Other information:

This notice was posted on: June 24, 2013 11:08 AM
This notice was last edited on: June 24, 2013 11:08 AM

Please give us feedback

Meeting Location:

10980 S. Jordan Gateway South Jordan, 84095

Map this!

Contact Information:

Sonya White 801-565-8500 sonya@ucip.utah.gov

Download Attachments:

Agenda.pdf Added: 2013/06/24 11:06 AM

Audio File Address

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ENDORSEMENT NO.

EXCLUSION OF CYBER LIABILITY AND EXPENSE COVERAGE

The Coverage Addendum is endorsed to include the following provision:

- 1. This Coverage Addendum does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Cyber Security Event, except for coverage provided specifically for Cyber Security Events under the Cyber Liability and Expense Endorsement.
- 2. For purposes of this exclusion the following terms have the following meanings:
 - "Computer System" means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:
 - a. operated by and either owned by or leased to any Covered Person; or
 - b. operated by a third party service provider and used to provide hosted computer application services to the Covered Person or for processing, maintaining, hosting or storing the Covered Person's electronic data pursuant to a written contract with the Covered Person for such services.
 - "Covered Person" means any entity or individual for which coverage is provided under this Coverage Addendum.

"Cyber Security Event" means:

- a. the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Covered Person or for which the Covered Person is legally responsible; or
- b. a violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.
- "Personal Information" means an individual's name in combination with one or more of the following:
- information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance

Portability and Accountability Act of 1996, as amended, and implementing regulations;

- c. the individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Covered Person or any local, state, federal or foreign governmental entity.

ALL OTHER TERMS AND CONDITIONS OF THE COVERAGE ADDENDUM REMAIN UNCHANGED.

ENDORSEMENT NO.

The Public Officials Liability Coverage Part is amended to include the following coverage section:

CYBER LIABILITY AND EXPENSE COVERAGE

THIS IS CLAIMS MADE AND REPORTED COVERAGE

1. Cyber Liability and Expense Coverage Agreement

A. Third-Party Liability

i. The Pool will pay those sums a Covered Person becomes legally obligated to pay as damages because of a Cyber Security Event. The Pool will have the right and duty to defend the Covered Person against any Suit seeking such damages. However, the Pool will have no duty to defend any Covered Person against any Suit seeking damages to which this coverage does not apply. The Pool may at its discretion investigate any Cyber Security Event and settle any Claim that may result.

But:

- a. The amount the Pool will pay for damages and Claim Expenses is limited as described in Section 3; and
- b. The right and duty of the Pool to defend ends when the applicable limit of liability is exhausted in the payment of judgments or settlements, Regulatory Penalties, Claims Expenses and Privacy Response Expenses.

ii. This coverage applies only if:

- a. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period;
- A Claim for damages because of the Cyber Security Event is first made against the Covered Person during the Coverage Period or any Extended Reporting Period; and
- c. The Covered Person gives written notice of the Claim to the Pool in accordance with Section 4.
- iii. A Claim seeking damages will be deemed to have been made when notice of the Claim is received by any Covered Person or by the Pool, whichever occurs first.

B. Privacy Response Expenses

i. The Pool will pay for Privacy Response Expenses incurred by the Named Member in connection with a Cyber Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information.

But: The amount the Pool will pay for Privacy Response Expenses is limited as described in Section 3.

- ii. This coverage applies only if:
 - a. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period; and
 - b. The Named Member gives written notice of the Cyber Security Event to the Pool in accordance with Section 4.

C. Regulatory Proceedings and Penalties

i. The Pool will pay for Regulatory Penalties the Covered Person becomes legally obligated to pay as a result of a Regulatory Proceeding resulting from a Cyber Security Event. The Pool will have the right and duty to defend the Covered Person against any Regulatory Proceeding to which this coverage applies. The Pool may at its discretion investigate any Cyber Security Event and settle any Claim that may result.

But:

- a. The amount the Pool will pay for Regulatory Penalties and Claim Expenses resulting from a Regulatory Proceeding is limited as described in Section 3; and
- b. The right and duty of the Pool to defend a Regulatory Proceeding ends when the applicable limit of liability is exhausted.
- ii. This coverage applies only if:
 - a. The Cyber Security Event commenced on or after the Retroactive Date, if any, shown in the Declarations and before the end of the Coverage Period;
 - b. A Regulatory Proceeding because of the Cyber Security Event is initiated against the Covered Person during the Coverage Period or any Extended Reporting Period; and
 - c. The Covered Person gives written notice of the Regulatory Proceeding to the Pool in accordance with Section 4.

iii. A Regulatory Proceeding will be deemed to have been initiated when notice of the Regulatory Proceeding is received by any Covered Person or by the Pool, whichever occurs first.

2. Deductible

For each Cyber Security Event, the Pool will pay only such amounts as are in excess of the deductible amount shown in the Declarations.

3. Limits of Liability

- A. The limits of liability stated below establish the most the Pool will pay regardless of the number of Cyber Security Events, Covered Persons, Claims made, Suits or Regulatory Proceedings brought or individuals or entities making Claims or bringing Suits or Regulatory Proceedings.
- B. The following general aggregate limit applies: The Pool will pay no more than \$1,000,000, less applicable deductible amounts, for the sum of the following in any one Pool fiscal year:
 - i. All damages and Claim Expenses covered under Section 1.A;
 - ii. All Privacy Response Expenses covered under Section 1.B; and
 - iii. All Regulatory Penalties and Claim Expenses covered under Section 1.C.
- C. The following per Cyber Security Event limit applies: Subject to the general aggregate limit specified in Section 3.A, for any one Cyber Security Event, the Pool will pay no more than \$1,000,000, less the applicable deductible amount, for the sum of the following:
 - i. All damages and Claim Expenses covered under Section 1.A;
 - ii. All Privacy Response Expenses covered under Section 1.B; and
 - iii. All Regulatory Penalties and Claim Expenses covered under Section 1.C.

This Cyber Security Event limit is within the general aggregate limit specified in Section 3.A. and does not add to that limit.

D. The following sublimit applies: Subject to the general aggregate and per Cyber Security Event limits specified in Sections 3.B and 3.C, the Pool will pay no more than \$250,000 in aggregate, less applicable deductible amounts, for all Privacy Response Expenses covered under Section 1.B. This sublimit is within the general aggregate

and per Cyber Security Event limits set forth in Sections 3.B and 3.C. and does not add to those limits.

E. The following sublimits apply:

- i. Subject to the general aggregate and per Cyber Security Event limits specified in Sections 3.B and 3.C, the Pool will pay no more than \$50,000 in aggregate, less applicable deductible amounts, for all Regulatory Penalties covered under Section 1.C.
- ii. Subject to the general aggregate and per Cyber Security Event limits specified in Sections 3.B and 3.C, the Pool will pay no more than \$100,000 for all Claim Expenses covered under Section 1.C.

These sublimits are within the general aggregate and per Cyber Security Event limits set forth in Sections 3.B and 3.C. and do not add to those limits.

4. Notice to the Pool

- A. As a condition precedent to the obligations of the Pool under this coverage, the Covered Person must give written notice to the Pool of any Claim made against the Covered Person as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period.
- B. If during the Coverage Period, any Covered Person becomes aware of a Cyber Security Event that may reasonably be expected to give rise to a Claim against any Covered Person or Privacy Response Expenses, the Covered Person must give written notice to the Pool of such Cyber Security Event as soon as practicable, but in no event later than the end of the Coverage Period or any Extended Reporting Period. Notice must include:
 - i. A specific description of the Cyber Security Event, including all relevant dates;
 - The names of persons involved in the Cyber Security Event, including names of
 potential claimants and a specific description of any Personal Information actually
 or reasonably suspected to have been subject to theft, loss or unauthorized access
 or disclosure;
 - iii. The specific reasons for anticipating that a Claim may result from such Cyber Security Event;
 - iv. The specific nature of the alleged or potential damages arising from such Cyber Security Event; and
 - v. The specific circumstances by which the Covered Person first became aware of the Cyber Security Event.

Any Claim subsequently made against any Covered Person arising out of such Cyber Security Event shall be deemed to be a Claim made during the Coverage Period in which the Cyber Security Event was first reported to the Pool.

5. Exclusions

The following exclusions apply to this coverage in addition to all exclusions that apply to the Public Officials Liability coverage provided under this Coverage Document.

This coverage does not apply to any Claim, Suit, Regulatory Proceeding, damages, Regulatory Penalties, Claim Expenses or Privacy Response Expenses:

- A. For, arising out of, or resulting from Bodily Injury or Property Damage;
- B. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply to the extent the Covered Person would have been liable in the absence of such contract or agreement;
- C. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended;
- D. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any Claim or loss covered under this endorsement that results from a theft, loss or unauthorized disclosure of or access to Personal Information;
- E. For, arising out of or resulting from:
 - i. the actual or alleged unlawful collection or acquisition of Personal Information by or on behalf of the Covered Person; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (*i.e.*, opt-in or opt-out) from the collection, disclosure or use of Personal Information; or
 - ii. the distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the Covered Person;
- F. For, arising out of or resulting from any of the following conduct by a Covered Person:

- any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
- ii. any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
- iii. any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws; or
- iv. any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
- G. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by any Covered Person; provided, however, this exclusion shall not apply unless there is a final adjudication of such conduct, an admission of such conduct by the Covered Person, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by the Covered Person;
- H. For, arising out of or resulting from any actual or alleged:
 - i. infringement of patent or patent rights or misuse or abuse of patent; or
 - ii. infringement of copyright arising from or related to software code or software products; or
 - iii. use or misappropriation of any ideas or trade secrets by a Covered Person or on behalf of, or in collusion with a Covered Person;
- I. Arising out of or resulting from any of the following:
 - i. trading losses, trading liabilities or change in value of accounts;

- ii. any loss of monies, securities or tangible property of others in the care, custody or control of the Covered Person;
- iii. the monetary value of any electronic fund transfers or transactions by or on behalf of the Covered Person that is lost, diminished, or damaged during transfer from, to or between accounts; or
- iv. the value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged;
- J. For damage to, destruction of, corruption of, or any loss of use by any Covered Person of any Computer System or data, including without limitation any costs or expenses to the Covered Person to repair or replace any Computer System or data;
- K. For, arising out of or resulting from any threat, extortion or blackmail including but not limited to ransom payments.

6. **Definitions**

The following definitions apply to this coverage:

"Bodily Injury" means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. Bodily Injury also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.

"Claim" means any demand, Suit for damages or Regulatory Proceeding resulting from a Cyber Security Event. All Claims because of a single Cyber Security Event will be deemed to be a single Claim and to have been made at the time the first such Claim is made against any Covered Person, regardless of the number of individuals or entities making such Claims or the time period over which such Claims are made, even if subsequent Claims are made after the Coverage Period or any Extended Reporting Period.

"Claim Expenses" means

- Reasonable and necessary fees charged by attorneys designated by the Pool or designated by the Covered Person with the Pool's prior consent to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim;
- b. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a Claim and incurred by the Pool or by the Covered Person with the Pool's prior consent; and

c. Premiums on appeal bonds, attachment bonds or similar bonds; however, the Pool is not obligated to apply for or furnish any such bond;

Provided, however, Claim Expenses do not include:

- any internal salary, administrative, overhead or other related expenses of any Covered Person or any charges by a Covered Person for time spent cooperating with the investigation and defense of any Claim; or
- b. Privacy Response Expenses.

"Computer System" means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. operated by and either owned by or leased to the Named Member; or
- b. operated by a third party service provider and used to provide hosted computer application services to the Named Member or for processing, maintaining, hosting or storing the Named Member's electronic data pursuant to a written contract with the Named Member for such services.

"Cyber Security Event" means:

- a. the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Named Member or for which the Named Member is legally responsible; or
- b. a violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any Cyber Security Event that is continuous or part of a series of repeated or related Cyber Security Events will be considered to be a single Cyber Security Event and will be considered to have commenced when the first such Cyber Security Event commenced regardless of:

- a. The number of individuals or entities engaged in such Cyber Security Events;
- b. The number of individuals or entities affected by such Cyber Security Events;
- c. The number of locations where such Cyber Security Events occurred; or
- d. The number of such Cyber Security Events occurring or period of time over which they occur, even if subsequent Cyber Security Events take place after the Coverage Period.

"Personal Information" means an individual's name in combination with one or more of the following:

- information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;
- c. the individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Covered Person or any local, state, federal or foreign governmental entity.

"Privacy Response Expenses" means the following reasonable and necessary costs incurred by the Named Member within one year of the discovery of a Cyber Security Event that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic Personal Information in the care, custody or control of the Named Member or for which the Named Member is legally responsible:

- For the services of a computer security expert designated by the Pool to determine the scope and cause of a Cyber Security Event and the extent to which Personal Information was disclosed to or accessed by unauthorized persons;
- b. For the services of consultants or attorneys designated by the Pool to determine the Named Member's obligations, if any, under applicable law to give notice to affected individuals;
- c. To notify affected individuals if required by applicable law or if the Member voluntarily elects to give such notice, and for the services of a contractor designated by the Pool to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;
- d. For the services of a contractor designated by the Pool to provide identity theft protection services to affected individuals if the Named Member elects to provide such services; and

e. For the services of a public relations consultant designated by the Pool to avert or mitigate damage to the Named Member's reputation as a result of the Cyber Security Event;

Provided, however, Privacy Response Expenses do not include:

- a. any internal salary, administrative, overhead or other related expenses of any Covered Person or any charges by a Covered Person for time spent cooperating with the investigation and response to any Cyber Security Event; or
- b. Claim Expenses.

"Property Damage" means physical injury to tangible property, including all resulting loss of use or loss of use of tangible property that is not physically injured. For purposes of this definition tangible property does not include information or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, compact disks, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.

"Regulatory Penalties" means any civil fine or civil monetary penalty imposed in a Regulatory Proceeding payable by a Covered Person to the governmental entity bringing the Regulatory Proceeding and any sum of money that a Covered Person is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a Regulatory Proceeding.

"Regulatory Proceeding" means a request for information, civil investigative demand, Suit, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity's regulatory or official capacity.

"Suit" means a civil proceeding arising out of a Cyber Security Event and includes an arbitration proceeding or other alternative dispute resolution proceeding and to which the Covered Person must submit or does submit with the consent of the Pool.

Sonya White

Cc:

Miller, Johnnie

Subject:

UCIP Board Telephonic Conference - June 25

Attachments:

UCIP Cyber Liability Endorsement.docx; UCIP Cyber Liability Exclusion.docx; Agenda.pdf

Importance:

High

Dear Trustees,

Please plan to participate in a telephonic conference (see attached agenda) to review/approve the amendments to the Coverage Addendum (see attached Endorsement and Exclusion). Pursuant to your direction at the June 7 Board meeting, staff has drafted the proposed language to include Cyber Liability Coverage for Pool Members. If the language is approved, the Board can discuss offering coverage to the members effective July 1.

Please reply to this email whether you can or cannot participate on Tuesday, June 25 at 1:00 pm. Call 888-447-7153 and enter passcode: 2261240.

Thank you,

Sonya White
Chief Financial Officer
Utah Counties Indemnity Pool
PO Box 95730
South Jordan, UT 84095-0730
801-307-2113 d
801-568-0495 f
801-558-8060 c
ucip.utah.gov

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